

ASSEMBLY BILL

No. 1319

**Introduced by Assembly Member Krekorian
(Coauthor: Assembly Member Davis)**

February 27, 2009

An act to repeal and add Chapter 4.5 (commencing with Section 1701) of Part 6 of Division 2 of the Labor Code, relating to talent services.

LEGISLATIVE COUNSEL'S DIGEST

AB 1319, as introduced, Krekorian. Talent services.

Existing law regulates the licensing and operation of talent services within the entertainment industry. These provisions govern the making and canceling of contracts, fees to be charged for services, records to be maintained by talent services, bonding requirements, and remedies for violations of these provisions, a violation of which constitutes a crime.

This bill would prohibit talent services from providing or offering to provide, in exchange for an advance fee, employment, an audition, career management or development, or the procurement of an agent. This bill would also impose additional disclosure and contract requirements for other forms of advance-fee services.

Because this bill would impose new restrictions on advance-fee talent services, the violation of which would be a crime, it would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds that there exist in
2 connection with a substantial number of contracts for advance-fee
3 talent services, sales practices and business and financing methods
4 which have worked a fraud, deceit, imposition, and financial
5 hardship upon the people of this state, particularly upon children
6 and other minors; that existing legal remedies are inadequate to
7 correct these abuses; that the advance-fee talent industry has a
8 significant impact upon the economy and well-being of this state
9 and its local communities; and that the provisions of this act
10 relating to these are necessary for the public welfare.

11 The Legislature declares that the purpose of this act is to
12 safeguard the public against fraud, deceit, imposition, and financial
13 hardship, and to foster and encourage competition, fair dealing,
14 and prosperity in the field of advance-fee talent services by
15 prohibiting or restricting false or misleading advertising and other
16 unfair, dishonest, deceptive, destructive, unscrupulous, and
17 fraudulent business practices by which the public has been injured
18 in connection with advance-fee talent services.

19 Nothing in this act is intended to prohibit talent training services,
20 talent counseling services, and talent listing services from
21 conducting business provided they comply with the provisions and
22 prohibitions set forth in this act.

23 SEC. 2. Chapter 4.5 (commencing with Section 1701) of Part
24 6 of Division 2 of the Labor Code is repealed.

25 SEC. 3. Chapter 4.5 (commencing with Section 1701) is added
26 to Part 6 of Division 2 of the Labor Code, to read:

27

28 CHAPTER 4.5. ADVANCE-FEE TALENT SERVICES

29

30 Article 1. Definitions

31

32 1701. For purposes of this chapter, the following terms have
33 the following meanings:

1 (a) “Advance fee” means any money or other valuable
2 consideration paid or promised to be paid by or on behalf of an
3 artist for services rendered or to be rendered by any person
4 conducting business under this chapter. “Advance fee” does not
5 include the following:

6 (1) A commission for employment earned as an artist.

7 (2) (A) Reimbursements for out-of-pocket costs actually
8 incurred by the payee on behalf of the artist for services rendered
9 or goods provided to the artist by an independent third party if all
10 of the following conditions are met:

11 (i) The payee has no direct or indirect financial interest in the
12 third party.

13 (ii) The payee does not accept any referral fee or other
14 consideration for referring the artist.

15 (iii) The services rendered or goods provided for the
16 out-of-pocket costs are not, and are not represented to be, a
17 condition for the payee to register or list the artist with the payee.

18 (iv) The payee maintains adequate records to establish that the
19 amount to be reimbursed was actually advanced or owed to a third
20 party and that the third party is not a person with whom the payee
21 has a direct or indirect financial interest or from whom the payee
22 receives any consideration for referring the artist. To satisfy this
23 condition, the payee shall maintain the records for at least three
24 years and make them available for inspection and copying within
25 24 hours of a written request by the Labor Commissioner, the
26 Attorney General, a district attorney, a city attorney, or a state or
27 local enforcement agency.

28 (B) A person asserting a defense based upon this paragraph has
29 the burden of producing evidence to support the defense.

30 (b) “Artist” means a person who is or seeks to become an actor,
31 actress, model, extra, radio artist, musical artist, musical
32 organization, director, musical director, writer, cinematographer,
33 composer, lyricist, arranger, or other person rendering professional
34 services in motion picture, theatrical, radio, television, Internet,
35 print media, or other entertainment enterprises.

36 (c) “Audition” means a meeting, which may include a
37 performance, for the purpose of obtaining a current or future
38 employment opportunity, whether compensated or not, before any
39 person, including a producer, director, casting director, or associate

1 thereof, who has or is represented to have input into the decision
2 to select an artist for the employment opportunity.

3 (d) “Person” means an individual, company, society, firm,
4 partnership, association, corporation, limited liability company,
5 trust, or other organization.

6 (e) “Talent counseling service” means a person that, for an
7 advance fee from or on behalf of an artist, offers to provide,
8 promises to provide, represents it will provide, represents it will
9 make a referral to another person who will provide, attempts to
10 provide, or provides the artist with career counseling, career
11 consulting, vocational guidance, aptitude testing, career evaluation,
12 or career planning as an artist.

13 (f) “Talent listing service” means a person who, for an advance
14 fee from or on behalf of an artist, provides or offers to provide the
15 artist with any of the following:

16 (1) A list of one or more auditions or employment opportunities.

17 (2) A list of talent agents or talent managers, including an
18 associate thereof.

19 (3) A service that matches the artist with one or more auditions
20 or employment opportunities.

21 (4) A service that matches the artist with a talent agents or talent
22 manager, including an associate thereof.

23 (5) A service that distributes the name, photograph, Internet
24 Web site, filmstrip, videotape, audition tape, demonstration reel,
25 résumé, portfolio, or other reproduction or promotional material
26 of the artist to a talent agent or talent manager, or an associate
27 thereof, or to a person represented as offering an audition or
28 employment opportunity.

29 (6) A service that searches, or provides the artist with the ability
30 to perform a self-directed search of, any database for an audition
31 or employment opportunity, or a database of talent agents or talent
32 managers, or an associate thereof.

33 (g) “Talent scout” means an individual employed, appointed,
34 or authorized by a talent training service, talent counseling service,
35 or talent listing service, who solicits or attempts to solicit an artist
36 for the purpose of becoming a client of the service. The principals
37 of a service are themselves talent scouts if they solicit on behalf
38 of the service.

39 (h) “Talent service” means a talent counseling service, a talent
40 listing service, or a talent training service.

1 (i) “Talent training service” means a person who, for an advance
2 fee from or on behalf of an artist, provides or offers to provide the
3 artist with lessons, coaching, seminars, workshops, or similar
4 training.

5 1701.1. This chapter does not apply to the following:

6 (a) A public educational institution.

7 (b) (1) A private educational institution established solely for
8 educational purposes which, as a part of its curriculum, offers
9 employment counseling to its student body and satisfies either of
10 the following:

11 (A) The institution conforms to the requirements of Article 5
12 (commencing with Section 33190) of Chapter 2 of Part 20 of
13 Division 2 of Title 2 of the Education Code.

14 (B) More than 90 percent of the students to whom instruction,
15 training, or education is provided during any semester or other
16 term of instruction have completed or terminated their secondary
17 education or are beyond the age of compulsory high school
18 attendance.

19 (2) A person claiming exemption under this subparagraph shall
20 maintain adequate records to establish the age of its students,
21 including the name, date of birth, principal residence address,
22 principal telephone number, driver’s license number and state of
23 issuance thereof, and dates of attendance, and shall make them
24 available for inspection and copying within 24 hours of a written
25 request by the Labor Commissioner, the Attorney General, a district
26 attorney, a city attorney, or a state or local law enforcement agency.

27 (3) A person claiming an exemption under this subdivision has
28 the burden of producing evidence to establish the exemption.

29 (c) A psychologist or psychological corporation, licensed
30 pursuant to Chapter 6.6 (commencing with Section 2900) of
31 Division 2 of the Business and Professions Code, that provides
32 psychological assessment, career or occupational counseling, or
33 consultation and related professional services within the scope of
34 its practice.

35 (d) An educational psychologist, licensed pursuant to Article 1
36 (commencing with Section 4980) of Chapter 13 of Division 2 of
37 the Business and Professions Code, who provides counseling
38 services within the scope of his or her practice.

39 (e) A nonprofit corporation, organized to achieve economic
40 adjustment and civic betterment, give vocational guidance,

1 including employment counseling services, and assist in the
2 placement of its members or others, if all of the following
3 conditions exist:

4 (1) None of the corporation's directors, officers, or employees
5 receive any compensation other than a nominal salary for services
6 performed for the corporation.

7 (2) The corporation does not charge a fee for its services,
8 although it may request a voluntary contribution.

9 (3) The corporation uses any membership dues or fees solely
10 for maintenance.

11 (f) A nonprofit corporation, formed in good faith for the
12 promotion and advancement of the general professional interests
13 of its members, that maintains a placement service principally
14 engaged to secure employment for its members with the state or
15 a county, city, district, or other public agency under contracts
16 providing employment for one year or longer, or with a nonprofit
17 corporation exempted by subdivision (e).

18 (g) A labor organization, as defined in Section 1117.

19 (h) A newspaper, bona fide newsletter, magazine, trade or
20 professional journal, or other publication of general circulation,
21 that has as its main purpose the dissemination of news, reports,
22 trade or professional information, or information not intended to
23 assist in locating, securing, or procuring employment or
24 assignments for others.

25 (i) An Internet provider that has as its main purpose the
26 dissemination of news, reports, trade or professional information,
27 or information not intended to assist in locating, securing, or
28 procuring employment or assignments for others.

29 (j) An Internet Web site host that has no input into the content
30 or design of a Web site, and has as its main purpose the
31 dissemination of news, reports, trade or professional information,
32 or information not intended to assist in locating, securing, or
33 procuring employment or assignments for others.

34 (k) An advance-fee talent listing service, if all of the following
35 apply:

36 (1) A majority interest in the service is owned by one or more
37 colleges or universities, or alumni associations affiliated therewith,
38 and each of the colleges or universities is accredited by an
39 accrediting agency recognized by the United States Department

1 of Education and a member organization of the Council of
2 Postsecondary Accreditation.

3 (2) The service provides services exclusively for artists who are
4 the alumni of colleges or universities specified in paragraph (1).

5 (3) The service does not require, as a condition to receiving
6 services, an applicant to have completed courses or examinations
7 beyond the requirements for graduation from the applicant's college
8 or university specified in paragraph (1).

9 (4) More than 50 percent of the annual revenues received by
10 the service are derived from paid subscriptions of prospective
11 employers.

12 (l) A public library.

13 (m) A public institution.

14 1701.2. Compliance with this chapter does not satisfy and is
15 not a substitute for the requirements mandated by any other
16 applicable law, including the obligation to obtain a license under
17 the Talent Agencies Act (Chapter 4 (commencing with Section
18 1700)), prior to procuring, offering, promising, or attempting to
19 procure employment or engagements for artists.

20
21 Article 2. Contract Agreement Provisions and Recordkeeping
22

23 1701.4. (a) Every contract and agreement between an artist
24 and a talent service shall be in writing, in at least 10-point type,
25 and contain all of the following provisions:

26 (1) The name, address, and telephone number of the talent
27 service, the artist to whom services are to be provided, and the
28 representative executing the contract on behalf of the talent service.

29 (2) A description of the services to be performed, a statement
30 when those services are to be provided, the duration of the contract,
31 and refund provisions if the described services are not provided
32 according to the contract.

33 (3) Evidence of compliance with applicable bonding
34 requirements, including the bond number, if any.

35 (4) The amount of any fees to be charged to or collected from,
36 or on behalf of, the artist receiving the services, and the date or
37 dates when those fees are required to be paid.

38 (5) The following statements, in boldface type and in close
39 proximity to the artist's signature:

“(Name of talent service) IS A TALENT COUNSELING SERVICE, TALENT LISTING SERVICE, TALENT REPRESENTATION SERVICE, OR TALENT TRAINING SERVICE. ONLY A TALENT AGENT LICENSED PURSUANT TO SECTION 1700.5 OF THE LABOR CODE MAY ENGAGE IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR AN ARTIST.

YOUR RIGHT TO CANCEL
(enter date of transaction)

You may cancel this contract, without any penalty or obligation, if notice of cancellation is given, in writing, within 10 business days from the above date.

To cancel this contract, mail or deliver a signed and dated copy of the following cancellation notice or any other written notice of cancellation, or send a telegram containing a notice of cancellation to (name of talent service) at (address of its place of business), NOT LATER THAN MIDNIGHT OF (date). If the contract was executed in part or in whole through the Internet, you may cancel the contract by sending the notification to: (e-mail address).

CANCELLATION NOTICE

I hereby cancel this contract.

Dated: _____

Artist Signature.”

(b) Except for contracts executed over the Internet, a contract subject to this section shall be dated and signed by the artist and the representative executing the contract on behalf of the talent service. In the case of a contract executed over the Internet, the talent service shall give the artist clear and conspicuous notice of the contract terms and provide to the artist the ability to acknowledge receipt of the terms before acknowledging agreement thereto. In any dispute regarding compliance with this subdivision, the talent service shall have the burden of proving that the artist received the terms and acknowledged agreement thereto.

1 (c) If the talent service intends to list or display information
2 about an artist, including a photograph, on the service's Internet
3 Web site, or on a Web site that the service has authority to design
4 or alter, the contract shall contain a notice that the talent service
5 will remove the listing and content within 10 days of a request by
6 the artist or, in the case of a minor, the artist's parent or guardian.
7 The contract shall include a valid telephone number, mailing
8 address, and e-mail address for the talent service to which a request
9 for removal may be made.

10 (d) A contract between an artist and a talent service shall be
11 contained in a single document that includes the elements set forth
12 in this section. A contract subject to this section that does not
13 comply with this subdivision, subdivisions (a) to (c), inclusive,
14 and subdivision (e) is voidable at the election of the artist.

15 (e) If a contract specifies a period during which it is to remain
16 in force, the contract shall not be automatically renewed unless it
17 provides conspicuous notice that it may be automatically renewed,
18 a new 10-day cancellation period in accordance with paragraph
19 (5) of subdivision (a), and the artist's signature or initials
20 acknowledging these provisions.

21 (f) If an artist cancels a contract by providing written notice of
22 cancellation in the manner specified in paragraph (5) of subdivision
23 (a), the talent service shall refund in full any advance fees paid by,
24 or on behalf of, the artist within 10 business days after delivery of
25 the demand to the talent service. If the contract was executed in
26 part or in whole through the Internet, the artist may provide notice
27 of cancellation through the Internet.

28 (g) The talent service shall maintain the address set forth in the
29 contract for receipt of cancellation and for removal of an Internet
30 Web site or other listing, unless it furnishes the artist with written
31 notice of a change of address. Written notice of a change of address
32 may be done by e-mail if the artist designates an e-mail address
33 in the contract for purposes of receiving written notice.

34 (h) The talent service shall advise a person inquiring about
35 canceling a contract to follow the written procedures for
36 cancellation set forth in the contract.

37 (i) If services are not performed as promised or as set forth in
38 the contract, the talent service shall, upon demand by the artist,
39 refund in full all fees paid for services not rendered within 10
40 business days after delivery of the demand to the provider.

(j) Before the artist signs a contract and before the artist or any person acting on his or her behalf becomes obligated to pay or pays any fee, the talent service shall provide a copy of the contract to the artist for the artist to keep. If the contract was executed through the Internet, the talent service may provide a copy of the contract to the artist by making it available to be downloaded and printed through the Internet.

(k) The talent service shall maintain the original executed contract on file at its place of business.

1701.5. (a) Every person engaging in the business of an advance-fee talent service shall keep and maintain records of the person's advance-fee talent service business. The records shall contain all of the following:

(1) The name and address of each artist employing that person as an advance-fee talent service.

(2) The amount of the advance fees paid by or for the artist during the term of the contract with the talent service.

(3) A record of all advertisements by the talent service, including the date and the publication in which the advertisement appeared, which shall be maintained for a period of three years following publication.

(4) Records described in clause (iv) of subparagraph (A) of paragraph (2) of subdivision (a) of Section 1701.

(5) Any other information that the Labor Commissioner requires.

(b) All books, records, and other papers kept pursuant to this chapter by an advance-fee talent service shall be open at all reasonable hours to inspection by the Labor Commissioner and his or her representatives and to the representative of the Attorney General, any district attorney, or any city attorney. Every advance-fee talent service shall furnish to the Labor Commissioner and to the representative of the Attorney General, any district attorney, or any city attorney, upon request, a true copy of those books, records, and papers, or any portion thereof, and shall make reports as the Labor Commissioner requires.

(c) An advance-fee talent service shall post in a conspicuous place in its office a printed copy of this chapter and of other statutes as may be specified by regulation of the Labor Commissioner. Those copies shall also contain the name and address of the officer charged with the enforcement of this chapter. The Labor

1 Commissioner shall furnish to the advance-fee talent service printed
2 copies of any statute required to be posted under this section.

3 (d) An advertisement soliciting artists to perform or demonstrate
4 any talent for the talent service, or to appear for an interview with
5 the talent service, shall clearly and conspicuously state: "This is
6 not an audition for employment or for obtaining a talent agent or
7 talent management."

8
9 Article 3. Written Disclosure

10
11 1701.8. Prior to requesting any advance fee, an advance-fee
12 talent service shall provide an artist with written disclosure of all
13 of the following:

14 (a) The name, address, and telephone number of the talent
15 service, and evidence of compliance with any applicable bonding
16 requirements, including the bond number, if any.

17 (b) A copy of the talent service's fee schedule and payment
18 terms.

19
20 Article 4. Bond Requirement and Fees

21
22 1701.10. (a) Prior to advertising or engaging in business, a
23 talent service shall file with the Labor Commissioner a bond in
24 the amount of ten thousand dollars (\$10,000) or a deposit in lieu
25 of the bond pursuant to Section 995.710 of the Code of Civil
26 Procedure. The bond shall be executed by a corporate surety
27 qualified to do business in this state and conditioned upon
28 compliance with this chapter. The total aggregate liability on the
29 bond shall be limited to ten thousand dollars (\$10,000). The bond
30 may be terminated pursuant to Section 995.440 of, or Article 13
31 (commencing with Section 996.310) of Chapter 2 of Title 14 of
32 Part 2 of, the Code of Civil Procedure.

33 (b) The bond required by this section shall be in favor of, and
34 payable to, the people of the State of California and shall be for
35 the benefit of any person damaged by any fraud, misstatement,
36 misrepresentation, unlawful act or omission, or failure to provide
37 the services of the talent service while acting within the scope of
38 that employment or agency.

39 (c) The Labor Commissioner shall charge and collect a filing
40 fee to cover the cost of filing the bond or deposit.

1 (d) The Labor Commissioner shall enforce the provisions of
2 this chapter that govern the filing and maintenance of bonds and
3 deposits.

4 (e) (1) Whenever a deposit is made in lieu of the bond otherwise
5 required by this section, the person asserting the claim against the
6 deposit shall establish the claim by furnishing evidence to the
7 Labor Commissioner of a money judgment entered by a court,
8 together with evidence that the claimant is a person described in
9 subdivision (b).

10 (2) When a claimant has established the claim with the Labor
11 Commissioner, the Labor Commissioner shall review and approve
12 the claim and enter the date of the approval thereon. The claim
13 shall be designated an approved claim.

14 (3) When the first claim against a particular deposit has been
15 approved, it shall not be paid until the expiration of a period of
16 240 days after the date of its approval by the Labor Commissioner.
17 Subsequent claims that are approved by the Labor Commissioner
18 within the same 240-day period shall similarly not be paid until
19 the expiration of that 240-day period. Upon the expiration of the
20 240-day period, the Labor Commissioner shall pay all approved
21 claims from that 240-day period in full unless the deposit is
22 insufficient, in which case every approved claim shall be paid a
23 pro rata share of the deposit.

24 (4) Whenever the Labor Commissioner approves the first claim
25 against a particular deposit after the expiration of a 240-day period,
26 the date of approval of that claim shall begin a new 240-day period
27 to which paragraph (3) applies with respect to any amount
28 remaining in the deposit.

29 (5) After a deposit is exhausted, no further claims shall be paid
30 by the Labor Commissioner. Claimants who have had claims paid
31 in full or in part pursuant to paragraph (3) or (4) shall not be
32 required to return funds received from the deposit for the benefit
33 of other claimants.

34 (6) Whenever a deposit has been made in lieu of a bond, the
35 amount of the deposit shall not be subject to attachment,
36 garnishment, or execution with respect to an action or judgment
37 against the assignor of the deposit, other than as to an amount as
38 no longer needed or required for the purposes of this chapter and
39 that would otherwise be returned to the assignor of the deposit by
40 the Labor Commissioner.

(7) The Labor Commissioner shall return a deposit two years from the date it receives written notification from the assignor of the deposit that the assignor has ceased to engage in the business or act in the capacity of a talent service or has filed a bond pursuant to subdivision (a), provided that there are no outstanding claims against the deposit. The written notice shall include all of the following:

(A) The name, address, and telephone number of the assignor.

(B) The name, address, and telephone number of the bank at which the deposit is located.

(C) The account number of the deposit.

(D) A statement that the assignor is ceasing to engage in the business or act in the capacity of a talent service or has filed a bond with the Labor Commissioner. The Labor Commissioner shall forward an acknowledgment of receipt of the written notice to the assignor at the address indicated therein, specifying the date of receipt of the written notice and the anticipated date of release of the deposit, provided that there are then no outstanding claims against the deposit.

(8) A superior court may order the return of the deposit prior to the expiration of two years upon evidence satisfactory to the court that there are no outstanding claims against the deposit, or order the Labor Commissioner to retain the deposit for a specified period beyond the two years to resolve outstanding claims against the deposit.

(9) This subdivision applies to all deposits retained by the Labor Commissioner. The Labor Commissioner shall notify each assignor of a deposit it retains and of the applicability of this section.

(10) Compliance with Sections 1700.15 and 1700.16 of this code or Section 1812.503, 1812.510, or 1812.515 of the Civil Code shall satisfy the requirements of this section.

Article 5. Prohibited Acts

1701.11. A person shall not provide or offer to provide any of the following services to an artist in exchange for an advance fee from or on behalf of the artist:

(a) Employment or an engagement as an artist.

(b) An audition.

(c) Management or development of the artist's career.

1 (d) Procurement of a talent agent or talent manager, including
2 an associate thereof.

3 1701.12. (a) A talent service, its agents, and employees shall
4 not do any of the following:

5 (1) Make or cause to be made or published any false, fraudulent,
6 misleading, or deceptive advertisement or representation.

7 (2) Provide an artist any false or misleading information,
8 representation, promise or guarantee concerning any audition,
9 engagement, job, or employment.

10 (3) Make or cause to be made any advertisement or
11 representation concerning the opportunity for an artist to meet with
12 or audition before any producer, director, casting director, or any
13 associate thereof, or any other person who makes, or is represented
14 to make, decisions for the process of hiring artists for employment
15 as an artist, or any talent agent or talent manager, or any associate
16 thereof, unless the talent service maintains for inspection and
17 copying written evidence of the supporting facts, including the
18 name, business address, and job title of all persons conducting the
19 meeting or audition, and the title of the production and the name
20 of the production company.

21 (4) Make or cause to be made any advertisement or
22 representation that any artist, whether identified or not, has
23 obtained an audition, employment opportunity, or employment as
24 an artist in whole or in part by use of the talent service unless the
25 talent service maintains for inspection written evidence of the
26 supporting facts upon which the claim is based, including the name
27 of the artist and the date the contract was executed.

28 (5) Charge or attempt to charge an artist for an audition or
29 employment opportunity.

30 (6) Charge or attempt to charge an artist, directly or indirectly,
31 for creating or providing photographs, filmstrips, videotapes,
32 audition tapes, demonstration reels, or other reproductions of the
33 artist, Internet Web sites, casting or talent brochures, or other
34 promotional materials for the artist.

35 (7) Refer an artist to any person who charges the artist a fee for
36 the services described in paragraphs (5) and (6) in which the talent
37 service has a direct or indirect financial interest.

38 (8) Accept any compensation for referring an artist to any person
39 charging the artist a fee for services described in paragraphs (5)
40 and (6) or to a talent training service or to a talent listing service.

1 (9) Fail to remove the Internet Web site and its content of an
2 artist within 10 days of a request complying with the notice
3 requirements of this chapter by the artist, or parent of guardian of
4 the artist if the artist is a minor.

5 (b) A talent training service and talent counseling service shall
6 not own, operate, or have a direct or indirect financial interest in
7 a talent listing service.

8 (c) A talent listing service shall not do either of the following:

9 (1) Own, operate, or have a direct or indirect financial interest
10 in a talent training service or a talent counseling service.

11 (2) Provide a listing of an audition, job, or employment
12 opportunity without written permission for the listing. A talent
13 listing service shall keep and maintain a copy of all original
14 listings; the name, business address, and business telephone number
15 of the person granting permission to the talent listing service to
16 use the listing; and the date the permission was granted.

17
18 Article 6. Remedies
19

20 1701.13. A person, including, an officer, director, agent, or
21 employee of a talent service, who violates any provision of this
22 chapter is guilty of a misdemeanor. Each violation is punishable
23 by imprisonment in a county jail for not more than one year, by a
24 fine not exceeding ten thousand dollars (\$10,000), or by both that
25 fine and imprisonment. However, payment of restitution to an
26 artist shall take precedence over the payment of a fine.

27 1701.15. The Attorney General, a district attorney, or a city
28 attorney may institute an action for a violation of this chapter,
29 including an action to restrain and enjoin a violation.

30 1701.16. A person who is injured by a violation of this chapter
31 or by the breach of a contract subject to this chapter may bring an
32 action for recovery of damages or to restrain and enjoin a violation,
33 or both. The amount awarded for damages for a violation of this
34 chapter shall be no greater than three times the damages actually
35 incurred and not less than the amount paid by the artist to the
36 service. When a service refuses or is unwilling to pay damages
37 awarded by a judgment that has become final, the judgment may
38 be satisfied from the bond or deposit maintained by the Labor
39 Commissioner. If a plaintiff prevails in an action under this chapter,
40 the plaintiff shall be awarded reasonable attorney's fees and costs.

1 If the court determines, by clear and convincing evidence, that the
2 breach of contract or violation of this chapter was willful, the court,
3 in its discretion, may award punitive damages in addition to any
4 other amounts.

5 1701.17. The provisions of this chapter are not exclusive and
6 do not relieve a person subject to this chapter from the duty to
7 comply with all other laws.

8 1701.18. The remedies provided in this chapter are not
9 exclusive and shall be in addition to any other remedies or
10 procedures provided in any other law.

11 1701.19. A waiver by an artist of the provisions of this chapter
12 is deemed contrary to public policy and void and unenforceable.
13 An attempt by a talent service to have an artist waive his or her
14 rights under this chapter is a violation of this chapter.

15 1701.20. If any provision of this chapter or the application
16 thereof to any person or circumstances is held unconstitutional,
17 the remainder of the chapter and the application of that provision
18 to other persons and circumstances shall not be affected thereby.

19 SEC. 4. No reimbursement is required by this act pursuant to
20 Section 6 of Article XIII B of the California Constitution because
21 the only costs that may be incurred by a local agency or school
22 district will be incurred because this act creates a new crime or
23 infraction, eliminates a crime or infraction, or changes the penalty
24 for a crime or infraction, within the meaning of Section 17556 of
25 the Government Code, or changes the definition of a crime within
26 the meaning of Section 6 of Article XIII B of the California
27 Constitution.